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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

CISCO SYSTEMS, INC.,

Plaintiff,

vs.

ARISTA NETWORKS, INC.,

Defendant.

CASE NO. 5:14-cv-5344-BLF

**CISCO'S OPPOSITION TO ARISTA'S
MOTION TO DISMISS PURSUANT TO
FED. R. CIV. P. 12(B)(6)**

Date: July 2, 2015
Time: 9:00 A.M.
Dept.: Courtroom 3

DEMAND FOR JURY TRIAL

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1 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

2 Cisco Systems, Inc. (“Cisco”) filed an amended complaint because, after Arista
3 indisputably knew of Cisco’s patent rights and allegations that Arista’s existing products infringed
4 those rights in light of Cisco’s filing of its original complaint, Arista released a new product
5 adding new features that willfully infringed Cisco’s patents. Arista did nothing to adjust its
6 conduct with respect to Cisco’s patents and instead willfully and publicly announced its new
7 infringing product with much fanfare. Yet, Arista now moves to dismiss these allegations by
8 citing case law having no relevance whatsoever to the fact pattern here.

9 In its original complaint, which was filed on December 5, 2014, Cisco alleged that
10 Defendant Arista Networks, Inc. (“Arista”) infringed certain Cisco copyrights and patents. After
11 Arista learned of Cisco’s patents from Cisco’s original complaint, Arista conducted a widely
12 publicized launch of a ***brand new infringing product called EOS+***. Cisco therefore filed an
13 amended complaint on March 6, 2015, adding claims for willful and indirect patent infringement
14 based on Arista’s conduct since Cisco filed its original complaint. (Dkt. 37.) As set forth in the
15 amended complaint, Arista’s deliberate decision to launch EOS+ despite knowing of Cisco’s
16 patents gives rise to a claim for willful patent infringement. Not a single case cited by Arista
17 involves such acts of willful infringing conduct; all of Arista’s cases are directed to infringers who
18 merely continued to sell the same accused products after the filing of a complaint. Arista’s highly
19 publicized launch of a new product after it learned of Cisco’s patents, on the other hand, is a
20 ***separate act of infringement*** for which Cisco is entitled to full redress—including enhanced
21 damages for its willful character. Cisco should not be precluded from pursuing its willfulness
22 claims simply because it chose to bring those claims in a more judicially efficient manner by
23 amending the existing complaint, as opposed to filing a separate complaint.

24 The willfulness of Arista’s post-filing conduct is particularly striking. There can be no
25 dispute that Arista misappropriated Cisco’s intellectual property in its previous EOS product. In
26 public statements following the filing of Cisco’s original complaint, Arista’s CEO confirmed that
27
28

1 Arista had wrongfully copied documentation for Cisco’s CLI,¹ which is copyrighted. (*See* Exs. 1,
 2 2.)² Admitting Arista’s copyright infringement, Arista’s CEO stated that this copying was
 3 “*unacceptable*” and a “*mistake*,” and that Arista would implement corrective measures, including
 4 unspecified personnel actions with respect to the copyists. (*See id.*) In its answer to the original
 5 complaint, Arista also admitted that its EOS product includes verbatim copies of more than 500 of
 6 Cisco’s IOS CLI command expressions and certain CLI command modes and prompts. Yet Arista
 7 has taken no corrective action with respect to these continuing acts of infringement. (*See* Dkt. 36
 8 at ¶¶ 53, 54.)

9 Instead, after learning of Cisco’s copyright and patent infringement allegations through the
 10 original complaint, Arista broadened its infringement and—with much fanfare—launched its new
 11 EOS+. Touted by Arista as containing a set of “pioneering innovations” in “cloud networking”
 12 (*see* Ex. 3), EOS+ apparently *adds new infringing functionality covered by Cisco’s patents*. But
 13 although the launch of EOS+ was a well-orchestrated media event, Arista’s vocal praise for its
 14 new product and its new functionality is conspicuously absent from Arista’s motion to dismiss. In
 15 fact, Arista’s motion does not even mention EOS+. Arista simply ignores the fact that Cisco’s
 16 willful infringement allegations added by amendment are based on Arista’s much-hyped release of
 17 a new product—an act Arista indisputably undertook after it knew of Cisco’s patents.

18 With respect to indirect infringement, the parties have no real dispute. Arista does not
 19 challenge the sufficiency of Cisco’s allegations that Arista has indirectly infringed Cisco’s patents
 20 since Arista received Cisco’s original complaint. Because Cisco’s indirect infringement
 21
 22
 23

24 ¹ Cisco’s intellectual property in this case relates to the command-line interface (“CLI”) for
 25 its Internetwork Operating System (“IOS”). Cisco’s IOS CLI was a major breakthrough in the
 26 technology for communicating with network routing and switching devices, and it has proven to
 be immensely popular—so much so that Cisco’s competitor Arista has implemented a similar CLI
 in its Extensible Operating System (“EOS”).

27 ² Citations to “Ex. ___” refer to exhibits to the Declaration of Matthew D. Cannon in Support of
 28 Cisco’s Opposition to Arista’s Motion to Dismiss, filed herewith.

1 allegations are presently limited to conduct occurring in that period,³ there are no pre-suit indirect
2 infringement allegations to dismiss.

3 **II. FACTUAL BACKGROUND**

4 On December 5, 2014, Cisco filed its original complaint in this case. (Dkt. 1.) That
5 complaint alleged, *inter alia*, that Arista directly infringes Cisco's copyrights in its IOS and
6 related documentation, as well as U.S. Patent Nos. 7,953,886 ("886 patent") and 7,047,526 ("526
7 patent"). (Exs. 4, 5.) Cisco's copyright infringement allegations were based on Arista's blatant
8 copying of Cisco's IOS product documentation, CLI command expressions, and CLI command
9 modes and prompts. With respect to the '886 patent, Cisco's infringement allegations were based
10 on Arista's use of a system for automatically translating commands originally received in a non-
11 CLI format into CLI command expressions and translating CLI output into the format in which the
12 command was originally sent. With respect to the '526 patent, Cisco's infringement allegations
13 were based on Arista's use of systems for automatically translating generic commands into
14 specific command expressions, such as those implemented in Cisco's IOS CLI. Cisco's original
15 complaint included no allegations of indirect or willful patent infringement.

16 Arista was aware of Cisco's complaint (including the '886 and '526 patents) at least as of
17 December 5, 2014. (*See* Ex. 2.) Arista was formally served with that complaint on December 9,
18 2014. (*See* Dkt. 18.)

19 After receiving Cisco's complaint, Arista's CEO admitted publicly that Arista had in fact
20 copied some of Cisco's IOS product documentation. (*See* Exs. 1, 2.) She further stated that
21 Arista's conduct in doing so was "unacceptable" and a "mistake." (*See id.*) In an attempt to
22 remedy the situation, Arista announced that it would take steps to "fix it" and would take
23 personnel actions against the Arista employee(s) who were responsible. (*See id.*)

24
25
26 ³ Information Cisco learns in discovery may show that Arista knew of Cisco's asserted patents
27 in this case long before the original suit was filed against Arista's prior EOS products. Should that
28 be the case, Cisco reserves the right to move for leave to amend its complaint to add allegations of
pre-suit indirect infringement for those products.

1 Yet Arista took a markedly different tack with respect to its use of Cisco’s additional
 2 intellectual property asserted in the complaint. With respect to Cisco’s IOS CLI command
 3 expressions, Arista eventually *admitted* to using Cisco’s IOS CLI command expressions and
 4 command modes and prompts in its own products (*see* Dkt. 36 at ¶¶ 53, 54), but has taken no steps
 5 to remove Cisco’s copyrighted command expressions and command modes and prompts from its
 6 products. Nor has Arista taken any steps to remove the functionality covered by Cisco’s patents.
 7 In fact, despite learning of Cisco’s allegations that its use of Cisco’s command expressions and
 8 related functionality infringed Cisco’s copyrights and patents, Arista launched a new product
 9 dubbed “EOS+” on December 10, 2014. (*See* Dkt. 37 at ¶ 58 (citing Ex. 6).)

10 Arista has been clear that EOS+ is a new product with different capabilities than EOS.
 11 Although EOS+ retained the infringing functionality of EOS—including its use of Cisco’s
 12 copyrighted CLI command expressions and patented technologies for translating communications
 13 from other platforms and/or using another language into CLI commands—Arista has repeatedly
 14 told the public that EOS+ has new features that Arista seems intent on marketing aggressively. In
 15 the press release that announced EOS+, for example, Arista described its new product as an
 16 “addition” to its product line that is “an evolution of Arista EOS” and “provides an advanced level
 17 of programmability.” (*See* Ex. 6.) EOS+ purportedly provides a “speedier and more cost-
 18 effective alternative to the legacy approach” of EOS in that it requires less effort to test and certify
 19 network hardware and applications. (*See id.*)

20 Arista’s press release announcing its new product with its new functionality was not an
 21 isolated occurrence. In even bolder language, Arista’s CEO claimed that EOS+ was not just new,
 22 but in fact included “pioneering innovations” in “cloud networking.” (*See* Ex. 3.) Various press
 23 outlets picked up the story of the EOS+ product launch, often with quotes from Arista employees
 24 describing how it improves on the legacy EOS offering by providing new levels of
 25 programmability. (*See* Exs. 7, 8.)

26 The new features of EOS+ appear to include new infringing functionality, expanding
 27 beyond the infringing functionality of EOS. For example, Arista’s announcement of EOS+
 28

1 explains that it includes new technology for integrating Arista's products with other hardware and
2 software:

3 **The EOS+ Platform**

- 4 • EOS SDK – a development framework that allows native access to all levels
5 of EOS for custom development and integration with forwarding and routing
6 stacks that leverage advanced features such as MPLS.
- 7 • vEOS - a virtual machine instance of EOS that includes the same control
8 plane and management plane as the physical switches.
- 9 • [EOS Applications \(/en/products/eos/eos-applications\)](/en/products/eos/eos-applications) – Pre-built integration
10 with technology partners and DevOps systems such as Puppet and Splunk
11 for provisioning and monitoring.
- 12 • [EOS Consulting Services \(/en/products/eos/eos-consulting-services\)](/en/products/eos/eos-consulting-services) –
13 Professional services for development of customized solutions for network
14 automation.

15 (Ex. 6 at 2.)

16 **Customizations for Cloud Networking**

17 Arista also introduced the EOS SDK for customers and technology partners who
18 are looking for a "do-it-yourself" approach to applications that are custom-fit for
19 their network environments. The EOS SDK allows customers to develop
20 applications that integrate directly with the switch operating system. This
21 approach can be used for customizing IP routing, protecting against DDoS
22 attacks through selective workflow-based filtering and analyzing data for fine-
23 grained visibility. This setup is ideal for large enterprises and cloud providers
24 that require a high degree of workload mobility and workflow visibility along with
25 the proven effectiveness and reliability of today's EOS.

26 (*Id.*)

27 These new integration capabilities of EOS+ implicate the patents-in-suit. The '886 patent,
28 for example, covers devices capable of translating commands from non-CLI formats into CLI
command expressions, and translating the resulting CLI output back into the non-CLI format in
which the command was sent. (*See* Ex. 4 at claim 6 (discussing XML-CLI translations).) It is
highly likely that the expanded "integration" Arista touts as a benefit of its EOS+ software
development kit ("SDK") is accomplished using the technology covered by the '886 patent. As
just one example, the EOS+ SDK "allows customers to develop applications that integrate directly
with the switch operating system" to permit "customizing IP routing" and the reporting of network

1 data for “workflow visibility.” (Ex. 6 at 2.) This will likely entail translating commands from the
 2 customers’ applications into EOS CLI command expressions to adjust the routing in the network,
 3 and translating the EOS CLI output into a format that the customers’ applications can use for
 4 network monitoring—as claimed in the ’886 patent.

5 After witnessing Arista’s deliberate launch of a new product with additional infringing
 6 functionality and receiving Arista’s answer—which included the admission that Arista is using
 7 Cisco’s IOS CLI command expressions (*see* Dkt. 36 at ¶¶ 53, 54)—Cisco filed an amended
 8 complaint on March 6, 2015. (Dkt. 37.) The amendments to the complaint added allegations that
 9 Arista’s launch of the new EOS+ constituted willful patent infringement for which enhanced
 10 damages are warranted, and that Arista has been indirectly infringing since at least the date that it
 11 learned of Cisco’s original complaint.⁴ (*Id.* at ¶¶ 58, 69-70, 73, 76-77, 80.) It is only these new
 12 allegations that Arista moved to dismiss.

13 **III. LEGAL STANDARD**

14 Under Rule 12(b)(6) of the Federal Rules of Civil Procedure, a plaintiff is required to
 15 allege “enough facts to state a claim to relief that is plausible on its face.” *Bell Atlantic Corp. v.*
 16 *Twombly*, 550 U.S. 544, 570 (2007). “Determining whether a complaint states a plausible claim
 17 for relief will . . . be a context-specific task that requires the reviewing court to draw on its judicial
 18 experience and common sense.” *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009). In conducting this
 19 analysis, all factual allegations in the complaint are to be taken as true and all reasonable
 20 inferences are to be drawn in the plaintiff’s favor. *Sharkey v. O’Neal*, 778 F.3d 767, 768 n.1 (9th
 21 Cir. 2015).

22 “[T]o establish willful infringement, a patentee must show by clear and convincing
 23 evidence that the infringer acted despite an objectively high likelihood that its actions constituted
 24 infringement of a valid patent” and “that this objectively-defined risk . . . was either known or so

25
 26 ⁴ Cisco’s amendments also included updates to the status of its copyright registrations, some
 27 of which were pending when Cisco filed its original complaint but had issued by the time Cisco
 28 filed its amended complaint, and an allegation that EOS+ infringes Cisco’s copyrights. (*See* Dkt.
 37 at ¶¶ 25-26, 60.) Arista has not moved to dismiss these amended allegations.

obvious that it should have been known to the accused infringer.” *In re Seagate Tech., LLC*, 497 F.3d 1360, 1371 (Fed. Cir. 2007).

To prove induced patent infringement under 35 U.S.C. § 271(b) or contributory patent infringement under 35 U.S.C. § 271(c), a patentee must demonstrate that the accused infringer had knowledge that its acts would cause a direct infringer to infringe the patents-in-suit. *See Global-Tech Appliances, Inc. v. SEB S.A.*, 131 S.Ct. 2060, 2068 (2011).

IV. ARGUMENT

Cisco’s amended complaint sufficiently sets forth allegations of both willful and indirect patent infringement by Arista. As a result, Cisco respectfully requests that Arista’s motion to dismiss be denied in its entirety.

A. Cisco’s Amended Complaint States a Claim for Willful Infringement

Based on Arista’s own public statements, Arista’s launch of EOS+ represents the public release of a new product. And there can be no dispute that Arista released this new product after learning of Cisco’s patents. Arista’s launch of a new product with new infringing functionality is an independent act of infringement from those alleged in Cisco’s original complaint that was undertaken in reckless disregard of an objectively high likelihood that it would infringe Cisco’s patents-in-suit. Cisco’s allegations to this effect sufficiently state a claim for willful patent infringement.

Although “in ordinary circumstances, willfulness will depend on an infringer’s prelitigation conduct” because “a willfulness claim asserted in the *original* complaint must necessarily be grounded exclusively in the accused infringer’s pre-filing conduct” (*Seagate*, 497 F.3d at 1374 (emphasis added)), there is no *per se* rule that infringement must be based solely on pre-suit conduct. *Affinity Labs of Tex., LLC v. Alpine Elecs. of Am., Inc.*, No. 9:08-cv-171, 2009 WL 9091275, at *3 (E.D. Tex. Sept. 2, 2009) (denying motion to dismiss amended complaint that added willfulness allegations based solely on conduct after the filing of the original complaint).

Multiple courts have allowed plaintiffs to pursue claims for willful infringement in *amended* pleadings based on the defendant’s conduct after the suit was originally filed. *See Clouding IP, LLC v. Amazon.com, Inc.*, C.A. Nos. 12-641-LPS, 12-642-LPS, 12-675-LPS, 2013

1 WL 2293452, at *4-5 (D. Del. May 24, 2013) (denying motion to dismiss challenging allegations
 2 of willful infringement “based, at least in part, on conduct predating the operative amended
 3 complaint” but after the original complaint was filed); *Birchwood Labs., Inc. v. Battenfield Techs.,*
 4 *Inc.*, No. 09-3555 (MJD/JJK), 2012 WL 2045757, at *23 (D. Minn. May 21, 2012) (denying
 5 motion to dismiss willful infringement counterclaim in declaratory judgment action, where
 6 counterclaim alleged knowledge of the patents only after the time the suit was originally filed).
 7 This is because the filing of the original complaint adequately puts the accused infringer on notice
 8 of the asserted patents:

9 For purposes of pleading willful infringement, there appears to be little practical
 10 difference between a pre-complaint notice letter informing a defendant about a
 11 patentee’s allegation of infringement and a subsequently-superseded original
 12 complaint formally alleging infringement. Such a pre-suit letter provides a basis
 13 for pleading knowledge in the context of a willful infringement claim. . . . It
 14 follows that the circumstances presented here—in which the original complaint
 15 serves much the same purpose (among other things) as a notice letter—is likewise
 16 sufficient to plead knowledge.

17 *Clouding IP*, 2013 WL 2293452, at *4; *see also Birchwood*, 2012 WL 2045757, at *23.

18 Arista’s decision to bring the allegedly “pioneering innovations” of EOS+ to market
 19 despite its knowledge of Cisco’s patents supports Cisco’s allegations that Arista has acted with
 20 reckless disregard for Cisco’s patent rights. It is that new act, which is independent of Arista’s
 21 sale of devices that include the legacy EOS, that Cisco alleges to be willful infringement in its
 22 amended complaint. There can be no reasonable dispute that Cisco could have filed a separate
 23 infringement suit challenging Arista’s launch of EOS+, given that it is a different product with
 24 new potentially infringing functionality. *See, e.g., Applied Med. Resources Corp. v. U.S. Surgical*
 25 *Corp.*, 435 F.3d 1356, 1362 (Fed. Cir. 2006) (“Indeed, simply because the *same* company sold two
 26 *different* products which infringed a patent does not prevent the patentee from litigating and
 27 collecting *separate* damages for *each* infringement.”) (emphasis in original). And in such a suit,
 28 Arista could be charged with willfully infringing Cisco’s patents by launching EOS+ after
 becoming aware of Cisco’s original patent infringement allegations. *See Apeldyn Corp. v. Sony*
Corp., 852 F. Supp. 2d 568, 575 (D. Del. 2012) (denying motion to dismiss willful infringement
 allegation where complaint alleged knowledge of the patents-in-suit due to previous litigation

1 between the parties). There is no point in Arista's apparent proposal that Cisco should pursue its
 2 claims against Arista's several infringing acts in an inefficient way: Cisco's willful infringement
 3 claim against EOS+ should not be dismissed.⁵

4 The fact that Arista launched a new infringing product after Cisco's complaint was filed
 5 plainly distinguishes this case from those cited by Arista. For example, in the case on which
 6 Arista principally relies, *LML Holdings, Inc. v. Pac. Coast Distributing Inc.*, No. 11-CV-06173
 7 YGR, 2012 WL 1965878 (N.D. Cal. May 30, 2012), only one product was at issue, and that
 8 product was on sale before the original complaint was filed.⁶ 2012 WL 1965878, at *3. The only
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10
 11 ⁵ For this same reason, Cisco's filing of the willfulness allegations in its amended complaint
 12 pursuant to Fed. R. Civ. P. 15(a)(1)(B), instead of filing a motion for leave to supplement under
 13 Fed. R. Civ. P. 15(d) as Arista contends would have been proper (Dkt. 39 at 2 n. 1), is immaterial.
 14 *See, e.g., Westwood v. Cohen*, 838 F. Supp. 126, 132 (S.D.N.Y. 1993) ("Inclusion of both Rule
 15 15(a) and Rule 15(d) in Fed. R. Civ. P. 15 appears deliberately to create an overlap to avoid
 16 precisely the kind of controversy sought to be raised here."). Allegations of post-suit conduct may
 17 be raised in an amended complaint. Courts have approved such amendments in multiple cases.
 18 *See, e.g., Clouding IP*, 2013 WL 2293452, at *4-5 (denying motion to dismiss willfulness
 19 allegations in the "operative amended complaint"); *Zond, Inc. v. Fujitsu Semiconductor Ltd.*, 990
 20 F. Supp. 2d 50, 57 (D. Mass. 2014) (noting "there is no bar to a plaintiff subsequently amending a
 21 complaint to include a claim of induced infringement where the defendant, upon obtaining
 22 knowledge through the filing of the lawsuit, of the patent and the alleged direct infringement of
 23 others, does not cease inducement"). But even if Cisco had sought leave to file its amended
 24 complaint as a supplemental complaint, such a motion would have been well-founded: "The clear
 25 weight of authority, however, in both the cases and the commentary, permits the bringing of new
 26 claims in a supplemental complaint to promote the economical and speedy disposition of the
 27 controversy." *Keith v. Volpe*, 858 F.2d 467, 473-74 (9th Cir. 1988). And Arista has identified no
 28 prejudice to it from Cisco's new allegations or any other reason why the supplementation would
 not be allowed. To the extent that Cisco's Amended Complaint may be deemed a supplemental
 complaint, Cisco respectfully requests that its opposition to Arista's motion to dismiss be treated
 as a motion for leave to file its new allegations pursuant to Rule 15(d).

⁶ Another of Arista's cited cases similarly involved allegations that the continued sale of the
 accused products after the filing of the original complaint constituted willfulness. *See McRo, Inc.*
v. Namco Bandai Games Am., Inc., 23 F. Supp. 3d 1113, 1115-16 (C.D. Cal. 2013). The other
 case that Arista cited, *Avocet Sports Tech., Inc. v. Garmin Int'l, Inc.*, No. C 11-04049 JW, 2012
 WL 1030031 (N.D. Cal. Mar. 22, 2012), is even further afield from the facts at hand. That case
 did not involve an amended complaint that referred to knowledge gained from the filing of an
 original complaint. In *Avocet*, the plaintiff failed to allege "any facts to suggest that Defendant
 Garmin had knowledge of the [patent-in-suit] prior to the filing of the Complaint." 2012 WL
 1030031, at *4.

1 conduct that the plaintiff there alleged constituted willfulness was that the defendant actively
 2 litigated the case:

3 Here, the circumstance that LML identifies to substantiate a willfulness claim is the
 4 litigation itself, including service of the initial complaint, amendment of the
 5 complaint, and Defendants' filing of a Rule 12(b)(6) motion to dismiss. In essence,
 LML alleges that Defendants' decision to defend this case on the merits
 demonstrates willfulness.

6 *Id.* at *5. The willful infringement allegation in Cisco's amended complaint is very different.
 7 Cisco's willfulness allegation is not founded on Arista's litigation behavior, but rather Arista's
 8 deliberate decision to launch a new infringing product with new infringing functionality after
 9 learning of Cisco's patents.

10 Arista willingly chose to launch publicly what it describes as a major new product offering
 11 after receiving notice of Cisco's patent infringement claims from the filing of Cisco's original
 12 complaint. That Cisco is pursuing its willful infringement claims against that new product in the
 13 same case as it is pursuing its prior claims against Arista's legacy products shows that Cisco is
 14 acting efficiently—it does not make Arista's infringing launch of EOS+ any less willful. Arista's
 15 motion to dismiss Cisco's willful infringement allegations therefore should be denied.

16 **B. Cisco's Amended Complaint States a Claim for Post-Suit Indirect**
 17 **Infringement**

18 Cisco's indirect infringement allegations are presently limited to infringement occurring
 19 after Arista received notice of Cisco's patents by virtue of the original complaint in this case. (*See*
 20 *Dkt. 37 at ¶¶ 70, 77.*) Arista's motion to dismiss challenges only the sufficiency of Cisco's
 21 indirect infringement allegations as to "pre-suit induced and contributory infringement claims."
 22 (*Dkt. 39 at 5.*) Because Cisco is not now alleging pre-suit indirect infringement by Arista, there is
 23 no such claim for the Court to dismiss.⁷
 24
 25

26 ⁷ Indirect infringement allegations may be founded on a defendant's knowledge of the patents-
 27 in-suit gained from the filing of a complaint. *See In re Bill of Lading Transmission and*
 28 *Processing Sys. Patent Lit.*, 681 F.3d. 1323, 1345 (Fed. Cir. 2012) (reversing dismissal of indirect
 infringement allegation based on awareness of patents gained from filing of original complaint).

1 **V. CONCLUSION**

2 Cisco's amended complaint adequately states a claim for both willful and indirect
3 infringement based on Arista's intentional use of Cisco's patented CLI technologies. For the
4 foregoing reasons, Arista's motion to dismiss those allegations should be denied.

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Respectfully submitted,

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